



**CONDOMINIUM DECLARATION
FOR
THE BOWLING GREEN**

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CONDOMINIUM DECLARATION

FOR

THE BOWLING GREEN

STATE OF COLORADO
CITY & COUNTY
OF DENVER
FILED IN THE OFFICE ON

JUL 9 4 14 PM '73

RECORDED
726 445
F. J. SERAFIN
CLERK AND RECORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, BURT M. HEIMLICH, RICHARD A. WALL and VIRGIL H. HEDLUND, doing business as Bowling Green Apartments, a Partnershp, hereinafter called the Declarants, are the owners of the real property situate in the City and County of Denver, State of Colorado, described in Exhibit "A" attached hereto and made a part hereof;

AND WHEREAS, Declarants desire to establish a condominium project under the Condominium Ownership Act of the State of Colorado; and

WHEREAS, certain building improvements have been completed on the aforesaid real property for condominium ownership and use; and

WHEREAS, Declarants do hereby establish a plan for the ownership in fee simple of the condominium estates, subject to the easements, restrictions, reservations, rights of way, conditions, taxes and assessments of record and reservations in this Declaration, consisting of the area or space contained in each of the air space units located in the building improvements and the co-ownership by the individual and separate owners thereof, as tenants in common of all of the remaining property (except such property as is otherwise reserved herein) which property is hereinafter defined and referred to as the general common elements,

NOW, THEREFORE, Declarants do hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit of Declarants, their successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees or assigns.

DEFINITIONS

1. The following definitions shall apply unless the context expressly provides otherwise.

1.1 "Unit" means one individual air space which is contained within the perimeter walls, floors, ceilings, windows and doors of each unit as shown on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained but not including any structural components of the building, if any, located within the unit.

1.2 "Condominium Unit" means the fee simple interest and title in and to a unit together with the undivided interest in the general common elements and the appurtenant limited common elements thereto.

1.3 "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units.

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1.4 "General Common elements" means and includes:

1.4.1 The land on which the building is located as described on Exhibit "A";

1.4.2 The foundations, columns, girders, beams, supports, main walls, roofs, balconies, yard and parking area, together with those halls, corridors, stairs and stairways located outside the perimeter walls of the units;

1.4.3 The mechanical installations of the building consisting of the equipment and materials making up any central services existing for common use, such as, but not necessarily limited to power, light, gas, hot and cold water and heating;

1.4.4 Any tanks, pumps, motors, fans, compressors, existing for common use;

1.4.5 Such enclosed air spaces in the building as are provided for community or common use; and

1.4.6 All other parts of the building and of the entire premises necessary or convenient to its existence, maintenance and safety or normally in common use.

1.5 "Limited common elements" means any parts of the general common elements reserved for use by fewer than all the owners of individual units, as shown on the Map or as may be subsequently determined by the Association of unit owners. Each owner shall be responsible for keeping the limited common elements appurtenant to his unit in a sightly condition, free from snow or debris of any kind.

1.6 "Common expenses" means and includes:

1.6.1 All sums lawfully assessed against the general common elements;

1.6.2 Expenses of administration and management, maintenance, repair or replacement of the general common elements;

1.6.3 Expenses declared common expenses by this Declaration or by the Association's By-Laws; and

1.6.4 Expenses agreed upon as common expenses by the Association of Unit Owners.

1.7 "Association of Unit Owners" or "Association" means Bowling Green Home Owners, Inc., a Colorado Corporation, not for profit, the By-Laws of which shall govern the administration of the condominium project, and the members of which shall be the owners of the condominium units.

1.8 "Declaration" means Declaration and supplements thereto, if any.

1.9 "Condominium Project" means all of the lands and

improvements initially submitted by this Declaration and/or improvements subsequently submitted as is provided hereinafter.

1.10 "Building" means a single building or structure containing units as shown on the Map or Supplement Maps.

1.11 "Map", "Condominium Map" or "Supplement Map" means and includes the engineering survey of the land depicting and locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the land and improvements thereon.

DESCRIPTIONS AND ESTATES

2.1 The real property is divided into separate fee simple estates as provided in Exhibit "B" attached hereto and made a part hereof. Each such estate shall consist of the separately designated unit, the undivided interest in and to the general common elements appurtenant to each such unit and the limited common elements appurtenant thereto.

2.2 Any deed, contract, lease, mortgage, trust deed or other instrument may legally describe a condominium unit by its identifying unit number followed by the words "The Bowling Green" with further reference to the Map filed for record and the recorded Declaration. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect not only the unit but also the general common elements and any limited common elements appurtenant thereto. Each such description shall be construed to include a non-exclusive easement for ingress and egress to and for use of the general common elements and any appurtenant limited common elements.

2.3 The reference to the Map and Declaration in any instrument shall be deemed to include any supplements to the Map or Declaration without specific reference thereto.

2.4 Each unit and its undivided interest in the general common elements and any limited common elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a condominium unit.

2.5 A condominium unit may be held and owned by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of Colorado.

CONDOMINIUM MAP

3. The Map may be filed for record in whole or in parts, in sections or supplements, as construction of the units and other improvements are substantially completed. The Map (or any part or section thereof) depicting units shall not be filed for record until the building or addition in which the units are located has been substantially completed in order to permit the location thereof, both horizontally and vertically. Each such Map shall be filed for record prior to the conveyance of the condominium units shown thereon. Each such Map shall depict and show at least the following:

the legal description of the land and a survey thereof; the location of the building; the floor and elevation plans; the location of the unit within the buildings, both horizontally and vertically; the thickness of the common walls between or separating the units; the location of any structural components or supporting elements of a building located within a unit; and, the unit designations and the buildings' symbols. Each such Map shall contain the certificate of a registered professional engineer or licensed architect, or both, certifying that the Map substantially depicts the location and the horizontal and vertical measurements of the units, the unit designations, the buildings' symbols, ceiling as constructed, the elevations of the unfinished floors and that such Map was prepared subsequent to substantial completion of the improvements. In interpreting the Map, the existing physical boundaries of each separate unit as constructed shall be conclusively presumed to be its boundaries. Declarants reserve the right to amend the Map, from time to time, to conform the same according to the actual location of any of the constructed improvements and to establish, vacate and relocate easements, access road easements and on-site parking areas.

TAXATION

4. Declarants shall give written notice to the assessor of the City and County of Denver, Colorado, of the creation of such condominium ownership of property, as provided by law, so that each condominium unit may be deemed a separate parcel and subject to separate assessment and taxation.

PARTITION

5. The general common elements shall be owned in common by all of the owners of the apartment units and shall remain undivided, and no owner shall bring any action for partition or division thereof. Nothing herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but such partition shall not affect any other condominium unit.

POSSESSION AND USE

6.1 Each owner shall be entitled to exclusive ownership and possession of his unit except as otherwise herein specifically provided. Each owner may use the general common elements in common with the other unit owners, and the limited common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of other owners. The Association may adopt rules and regulations governing the use of general and limited common elements, and pursuant to which general common elements are allocated to the exclusive use of the owners of particular units as limited common elements, provided such rules and regulations shall be uniform and non-discriminatory.

6.2 Each unit shall be used and occupied solely for the purpose of lodging or as a dwelling by the owner or by the owner's family, guests, agents, employees, invitees and tenants.

6.3 No structures of a temporary character (except as may be necessary during construction) trailer, basement, tent, shack, garage, barn or other outbuildings shall be used or permitted to be kept or stored on any portion of the premises at any time either temporarily or permanently.

6.4 No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that dogs, cats or other household pets may be kept, subject to rules and regulations from time to time adopted or amended by the Association.

6.5 No advertising signs (except one of not more than four square feet "For Rent" or "For Sale" sign per unit), bill boards, unsightly object or nuisances shall be erected, placed or maintained on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any condominium unit or any resident thereof. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarants to maintain during the period of construction and sale of the condominium units, upon such portion of the premises as Declarants deem necessary, such facilities as in the sole opinion of Declarants may be reasonably required, convenient or incidental to the construction and sale of said condominium units, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office. It is expressly understood and agreed that Declarants shall have the right to use the recreational building, recreational facilities and the other related general common elements for sale and business office purposes, at a nominal rental of \$1.00 per year for a term not to exceed 5 years.

6.6 No nuisances shall be allowed on the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage be allowed to accumulate nor any fire hazard to exist. No unit owner shall permit any use of his unit or make use of the common elements which will increase the rate of insurance upon the condominium property. The Association may adopt By-Laws and Rules and Regulations relative to abatement and enjoinder of nuisances.

6.7 No immoral, improper, offensive or unlawful use shall be permitted or made of the condominium property or any part thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

6.8 Rules and regulations may be adopted by the Board of Managers of the Association concerning and governing the use of the general and limited common elements; provided, however, that such rules and regulations shall be uniform and non-discriminatory. Copies of all such rules and regulations shall be furnished to unit owners prior to the time that they become effective.

6.9 Except for those improvements erected or installed by Declarant, no exterior additions, alterations or decorating to any building, nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, heights, materials, location and approximate cost of same shall have been submitted to and approved in writing by the Board of Managers of the Association, as to conformity and harmony of external design and location with existing structures in the property by the Association or by a

representative designated by it.

ENCROACHMENTS

7. If any portion of the general common elements encroaches upon a unit or units, a valid easement for the encroachment and for its maintenance, so long as it stands, shall and does exist. If any portion of a unit encroaches upon the general common area or upon an adjoining unit or units, a valid easement shall and does exist. Similar easements shall exist for any such encroachment that may exist in the event of reconstruction. For title or other purposes, no such encroachment and easement shall be considered or determined to be an encumbrance either on the general common elements or the units.

MECHANICS LIENS

8. Subsequent to the completion of the improvements described on the Map, no labor performed or materials furnished and incorporated in a unit with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the unit of any other owner not expressly consenting to or requesting the same, or against the general common elements owned by such other owners. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the assertion of such lien. The provisions herein contained are subject to the rights of the Managing Agent or Board of Managers of the Association as set forth in Section 10.

ASSOCIATION MEMBERSHIP

9. The administration of this condominium property shall be governed by the Certificate of Incorporation and By-Laws of the Association. An owner of a condominium unit shall be and remain a member of the Association for the period of his ownership.

ACCESS, MAINTENANCE AND REPAIRS

10.1 The owners shall have the irrevocable right to be exercised by the Managing Agent or Board of Managers of the Association, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the general common elements or to another unit.

10.2 Damage to the interior or any part of a unit or units resulting from the maintenance, repair, emergency repair or replacement of any of the general common elements or as a result of emergency repairs within another unit at the instance of the Association shall be a common expense; provided, however, that if such damage is caused by negligent or other tortious conduct of a unit owner, members of his family, his agent, employee, invitee, licensee or tenant, then such owner shall be responsible for such damage. The damaged improvements shall be restored to substantially the same condition which existed prior to the damage.

10.3 Each owner shall maintain in good repair the interior

of his own unit, including its fixtures, and the limited common elements appurtenant to his unit. All fixtures and equipment installed within the unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the unit shall be maintained and kept in repair by the owner thereof.

10.4 No owner shall do anything that will impair the structural soundness or integrity of the building or impair any easement or hereditament.

10.5 The Association shall not be liable for any failure of water supply, or other service to be obtained and paid for by the Association hereunder, or for injury or damage to person or property caused by the elements, or by another owner or person in the project, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the building, or from any of its pipes, drains, conduits, appliances or equipment or from any other place, unless caused by the gross negligence of the Association or its agents.

OWNERSHIP OF WALLS AND UTILITIES

11. No owner shall be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his unit, nor shall any owner be deemed to own the utilities running through his unit which are utilized for, or serve more than one unit, except as in common with the other owners. An owner shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, doors and windows, consisting of paint, wallpaper and other finishing materials and the interior non-supporting walls contained within the unit.

DECISIONS OF ASSOCIATION

12. Each owner shall comply strictly with the provisions of this Declaration, the Certificate of Incorporation of the Association, the By-Laws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive Managers in the name of the Association on behalf of the owners, in a proper case, by an aggrieved owner.

AMENDMENTS OR REVOCATION

13.1 Except as otherwise herein provided, this Declaration shall not be revoked or amended unless owners representing the aggregate ownership interest of 75% or more in the general common elements and all holders of recorded mortgages or deeds of trust encumbering condominium units consent thereto by instrument(s) duly recorded. Provided, however, that the undivided interest in the general common elements appurtenant to each unit, as expressed in this Declaration, shall have a permanent character and shall not be altered without the consent of all condominium unit owners as expressed in a duly recorded amendment to this Declaration.

13.2 A sworn statement, by any person purporting to know of his own knowledge that the necessary persons have consented to such amendment or revocation, when duly recorded therewith, shall be

prima facie evidence of such facts.

ASSESSMENTS PRORATION

14.1 All owners shall be obligated to pay the estimated assessments imposed by the Board of Managers or Managing Agent of the Association to meet the common expenses. Except for insurance premiums, the assessments shall be made pro rata according to each owner's percentage interest in the general common elements. Assessments, if made, for insurance premiums shall be that proportion of the total premium that the insurance on each condominium unit bears to total coverage. For assessment purposes, any limited common elements shall be maintained as general common elements, and owners having exclusive use thereof shall not be subject to special charges or assessments. Assessments for estimated common expenses, including insurance shall be due monthly in advance on the first day of each month. The Managing Agent or Board of Managers shall prepare and deliver or mail to each owner an itemized monthly statement showing the various estimated or actual expenses for which assessments are made.

14.2 Monthly assessments shall be prorated if the ownership of a condominium unit commences after the first day of a month.

14.3 Assessments shall be based upon total cash requirements as determined by the Managing Agent or Board of Managers of the Association from time to time to be paid by all owners, including Declarants, to provide for all estimated expenses growing out of or connected with the maintenance and operation of the general common elements, which may include, among other things: Expenses of management, taxes and special assessments until separately assessed; fire insurance with extended coverage and vandalism and malicious mischief endorsements attached, issued in the amount of the maximum replacement value of all condominium units (including all fixtures, interior walls and partitions, decorated and finished surfaces of perimeter walls, floors and ceilings, doors, windows and other elements or materials comprising a part of the units); casualty and public liability and other insurance premiums; landscaping and care of ground; common lighting and heating; repairs and renovation; trash and garbage collections; elevator repairs and maintenance; snow removal; wages, water charges; expenses relating to the operation and maintenance of the recreational areas, if any; legal and accounting fees; management fees; expenses and liabilities incurred by the Managing Agent or Board of Managers under or by reason of this Declaration; payment of any deficit remaining from a previous period; creation of a reasonable contingency or other reserve or surplus fund as well as other costs and expenses relating to the general common elements. Omission or failure to fix the assessment for any month shall not be deemed a waiver, modification or release of the owners from their obligation to pay.

14.4 No owner may exempt himself from liability for his contribution for the common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his unit.

INSURANCE

15.1 The Managing Agent or Board of Managers of the Association shall obtain and maintain at all times insurance of

the type and kind provided hereinabove, and providing for such other risks, of a similar or dissimilar nature, as are or shall hereafter be customary for other similar apartment or condominium buildings, and issued by responsible insurance companies authorized to do business in Colorado. The insurance shall be carried in blanket policy form naming the Association the Insured, and indemnifying the interests of each condominium unit owner and providing for a standard, non-contributory mortgage clause in favor of each first mortgagee. It shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten days prior written notice to each owner and each first mortgagee. The Managing Agent or Board of Managers shall, upon the request of any first mortgagee, furnish a certified copy of such blanket policy and the separate certificate identifying the interest of the mortgagor. All policies insofar as possible shall provide that the insurance thereunder shall be invalidated or suspended only for the interest of any particular owner guilty of a breach of warranty, act, omission, negligence or non-compliance with any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, before or after a loss, which under the policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. Determination of maximum replacement value of all condominium units (for insurance purposes), shall be made every two years by one or more written appraisals, copies of which shall be furnished forthwith to each owner and mortgagee of a condominium unit.

15.2 Casualty insurance coverage covering an owner's personal property situate within said owner's unit and liability insurance coverage for bodily injury or property damage occurring in an owner's unit shall be obtained and maintained by each unit owner. The extent and amount of any such coverages shall be determined by each unit owner.

ASSESSMENTS-LIEN COLLECTION

16.1 All sums assessed from time to time for the share of common expenses chargeable to any condominium unit, and unpaid, plus interest thereon at 8 per cent per annum, shall constitute a lien on such unit superior to all other liens and encumbrances, whether in existence before the particular assessment or not, excepting only: (1) Tax and special assessment liens of any governmental unit; and (2) All sums paid on a recorded first mortgage or first deed of trust, including all unpaid obligatory sums provided by such encumbrances and including additional advances made thereon prior to the date such lien becomes choate.

16.2 To evidence such lien, the Board of Managers or Managing Agent may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the description of and the name of the owner of the condominium unit. Such notice shall be signed by one of the Board of Managers or by the Managing Agent and may be recorded in the office of the Clerk and Recorder of The City and County of Denver, Colorado. Such lien shall become choate on the due date of the assessment and shall be superior to all other liens except as hereinabove provided. Such lien may be enforced by foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property. In any such foreclosure the owner shall be required to pay the costs and expenses of such proceedings, the costs,

expenses and attorney's fees for filing the notice or claim of lien and all reasonable attorney's fees and costs in connection with such foreclosure. The owner shall also be required to pay to the Association the monthly assessments for the condominium unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the condominium unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such unit.

16.3 Any encumbrancer holding a lien on a condominium unit may, but will not be required to, pay any unpaid common expenses for such unit, and thereupon such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

UNPAID COMMON EXPENSES - ASCERTAINING LIABILITY

17.1 Upon payment of a reasonable fee, not to exceed \$20.00, and upon the written request of any owner or any mortgagee or prospective mortgagee of a condominium unit, the Association, by its Managing Agent, or if there is none, then by its Board of Managers, shall issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to such unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless the request for such statement is complied with within ten days, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of the person requesting such statement.

17.2 The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the unit for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment of a reasonable fee not to exceed \$20.00, and upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent or if there is none then by the Board of Managers, setting forth the amount of the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payment or prepaid items, including but not limited to insurance premiums, which statement shall be conclusive upon the Association insofar as the grantee is concerned. Unless the request for such a statement is complied with within ten days, then such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for any unpaid assessments against the subject unit. The grantor shall remain liable, however, for such amount together with all costs of collection, including reasonable attorney's fees.

ENCUMBRANCES

18. Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument all of which for convenience are referred to hereinafter as mortgages. A first mortgage shall be one which

has first and paramount priority under applicable law. The owner of a condominium unit may create junior mortgages only on the following conditions, which provisions shall be deemed part of such mortgages regardless of specific reference or of any attempt to avoid such conditions: (1) That such mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses and other obligations created by this Declaration and by the Certificate of Incorporation and the By-Laws of the Association; (2) That such junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in the proceeds under all insurance policies upon said premises affected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgage upon written request of the Association, and if not granted, may be executed by the Association as attorney in fact for such junior mortgagee.

DESTRUCTION OR DAMAGE

19.1 This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence and to maintain, repair and improve the buildings and general and limited common elements.

19.2 Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarants or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Association, a Colorado Corporation not for profit their true and lawful attorney in their name, place and stead for the purpose of dealing with their property upon its destruction or obsolescence as hereinafter provided. As attorney-in-fact, the Association, by its president and secretary, or other duly authorized officers or agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner which is necessary or convenient to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding sub-section means restoring the improvement(s) to substantially the same condition in which it existed prior to the damage, with each apartment unit and the general and limited common elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration or replacement unless the owners and all first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

19.2.1 In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvements shall be applied by the Association as attorney-in-fact, to such reconstruction and the improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right and power as attorney-in-fact to cause the

repairs and restoration of the improvements.

19.2.2 If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than 50% of the total value of all of the condominium units, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against the owners of units within the damaged building and their condominium units. Such deficiency assessment shall be a common expense and made pro rata according to each owner's percentage interest in the general common elements and shall be due and payable within thirty days after written notice thereof. The Association shall have full authority, right and powers, as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purposes notwithstanding the failure of any owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Section 16. In addition thereto, the Association, as attorney-in-fact shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

(1) For payment of the balance due on any first mortgage;

(2) For payment of general property taxes and special assessment liens in favor of any assessment liens in favor of any assessing entity;

(3) For payment of unpaid common expenses;

(4) For payment of junior liens and encumbrances in the order of and to the extent of their priority;

(5) The balance remaining, if any, shall be paid to the condominium unit owner.

19.2.3 If more than 50% of the total value of all of the condominium units, not including land, is destroyed or damaged, and if owners of an aggregate interest of 70% or more of the general common elements, do not within 100 days thereafter, make provisions for reconstruction, which plans must have the unanimous approval or consent of every first mortgagee, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire remaining premises shall be sold by the Association, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map, the Certificate of Incorporation and the By-Laws of the Association. The insurance settlement proceeds shall be

collected by the Association, and such proceeds shall be divided by the Association according to each condominium unit owner's interest (as such interests appear on the policy or policies) and such divided proceeds shall be paid into separate accounts, each account representing one condominium unit. Each such account shall be in the name of the Association, and further identified by the number of the condominium unit and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall forthwith use and disburse the total amount (of each) of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any first mortgage against the condominium unit represented by such separate account. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's percentage interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact for the same purposes and in the same order as is provided in Section 19.2.2.

19.2.4 In the event of such damage or destruction under Section 19.2.3, and if a plan for reconstruction is adopted as therein provided, then all owners shall be bound by the terms of such plan. Any assessment made in connection with such plan shall be a common expense and made pro rata according to each owner's percentage interest in the general common elements and shall be due and payable as provided by the terms of such plan, but no sooner than thirty days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Section 16. In addition thereto, the Association as attorney-in-fact shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in Section 19.2.2.

OBSOLESCENCE

20.1 Owners representing an aggregate ownership interest of 85% or more, of the general common elements may agree that the condominium units are obsolete and adopt a plan for the removal and reconstruction, which plan must have unanimous approval of all first mortgagees. If such a plan is adopted, notice thereof executed by the Association shall be recorded, and the expense of renewal and reconstruction shall be payable by all of the owners as common expenses, whether or not they have previously consented to the plan of renewal

and reconstruction.

20.2 The owners representing an aggregate ownership interest of 85% or more, of the general common elements may agree that the condominium units are obsolete and that the same should be sold, such plan agreement must have the unanimous approval of all of the first mortgagees. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice, the entire premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map, the Certificate of Incorporation and the By-Laws of the Association. The sales proceeds shall be apportioned among the owners on the basis of each owner's percentage interest in the general common elements, and such apportioned proceeds shall be paid into separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the unit and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from one account to another, for the same purposes and in the same order as provided in Section 19.2.3.

ADDITIONAL PROPERTY

21. The Association may acquire and hold for the benefit of the condominium owners, real, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the condominium owners in the same proportion as their respective interests in the general common elements and shall not be transferable except with a transfer of a condominium unit. A transfer of a condominium unit shall transfer to the transferor's beneficial interest in such real or personal property without any reference thereto. Each owner may use such real and personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other owners. Sale of a condominium unit under foreclosure shall thereby entitle the purchaser to the beneficial interest in the real and personal property associated with the foreclosed condominium unit.

ADDRESSES - NOTICES

22. Each owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the owner at such registered mailing address, and such notices or demands shall be considered as having been served on the date so mailed. All notices, demands or other notices intended to be served upon the Board of Managers of the Association or the Association shall be sent by registered or certified mail, postage prepaid, to 5475 Leetsdale Drive, Denver, Colorado 80222, until such address is changed by notice of address change duly registered.

ASSESSMENT RESERVES

23. The Association or the Managing Agent may require an

owner other than Declarants to deposit in escrow with the Association up to six times the amount of the estimated monthly common assessment, which sum shall be held by the Association or the Managing Agent as a reserve to be used for paying such owner's monthly common assessment. Such an advance payment shall not relieve an owner from making the regular monthly payment of the monthly common assessment as the same comes due. The owner shall be entitled to a return of or credit for any portion of the unused advance payment upon termination of his ownership.

PARKING

24. The Association shall adopt rules and regulations limiting the number and manner of use of parking spaces which may be used by any owner, his family, guests, employees and guests.

SEVERABILITY

25. If any of the provisions of this Declaration or any section, paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall be affected thereby.

CONDOMINIUM LAW

26. The provisions of this Declaration shall be in addition and supplemental to Condominium Ownership Act of the State of Colorado and to all other applicable provisions of law.

GENDER

27. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

MARGINAL TITLES

28. The marginal titles are for convenience of reference only and are not intended to provide comprehensive descriptions of the contents of the various sections. They form no part of this Declaration and shall under no circumstances be held to limit, enlarge or change the meaning of the various sections.

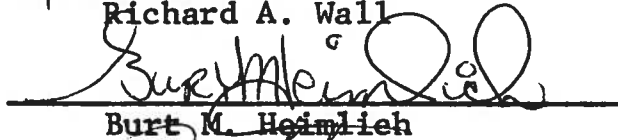
CONVEYANCES OR ENCUMBRANCES

29. The owners of condominium units agree to include in any conveyance or encumbrance of such units a provision binding the grantee or encumbrancer to accept the provisions of this Declaration and of the Certificate of Incorporation and By-Laws of the Association. Regardless of the inclusion of such provisions, however, any grantee or encumbrancer, in accepting a conveyance or encumbrance, shall be deemed automatically to have accepted and consented to be bound thereby.

IN WITNESS WHEREOF, the undersigned have hereunto set their

hands and seals at Denver, Colorado, this 27th day of June, 1973.

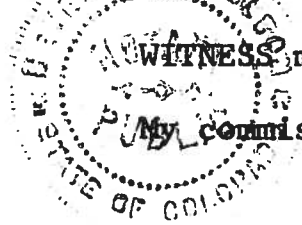

Richard A. Wall


Burt M. Heimlich

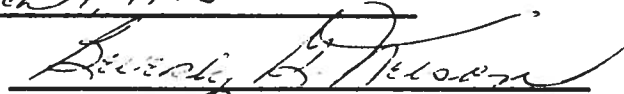

Virgil H. Hedlund

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

The above and foregoing instrument was acknowledged before me this 27th day of June, 1973 by RICHARD A. WALL, BURT M. HEIMLICH AND VIRGIL H. HEDLUND, doing business as Bowling Green Apartments, a Partnership.

 WITNESS my hand and official seal.

My commission expires March 11, 1975


Notary Public.

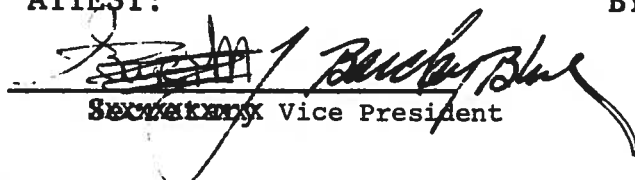
SECURITY NATIONAL BANK

ATTEST:

BY

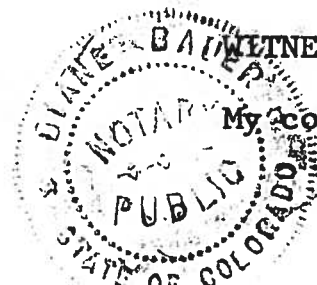


~~President~~ Real Estate Loan Officer


~~Secretary~~ Vice President

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)

The above and foregoing instrument was acknowledged before me this 3rd day of July, 1973, by Laurence L. Watson as ~~President~~ and J. Barclay Blue as ~~Secretary~~ of Security National Bank. Vice President

 WITNESS my hand and official seal.

My commission expires April 27, 1976


Notary Public.

EXHIBIT A
TO THE
CONDOMINIUM DECLARATION
FOR
THE BOWLING GREEN

The real property covered by the Condominium Declaration for THE BOWLING GREEN is as follows:

The North Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 17, Township 4 South, Range 67 West, of the 6th P.M., EXCEPT the North 30 feet and the East 39 feet thereof. EXCEPT that part located within boundaries described as follows: Commencing at the Northeast corner of the N 1/2, SE 1/4, SW 1/4 SE 1/4 of said Section 17, thence Westerly along the North line of said N 1/2 a distance of 39 feet; thence Southerly and parallel with the east line of the said N 1/2 a distance of 30 feet to the true Point of Beginning; thence continuing Southerly and parallel with the said East line 15 feet; thence Northwesterly to a point on the South line of Tennessee Avenue, said point being 15 feet Westerly from the true point of beginning; thence Easterly along the said South line of Tennessee Avenue to the True Point of Beginning, conveyed to the City and County of Denver by document recorded October 19, 1972 in Book 585 at Page 151, City and County of Denver, Colorado.

EXHIBIT "B"

Pursuant to Section 2.1 of the BOWLING GREEN CONDOMINIUM DECLARATION, the real property is divided into separate fee simple estates as provided herein. Each such estate shall consist of the separately designated unit, the undivided interest in and to the general common elements appurtenant to each such unit and the limited common elements appurtenant thereto. Following is shown the legal description of each unit by numerical designation, and the percentage of undivided interest in the common elements for each of the designated units.

CONDOMINIUM UNIT DESIGNATION

PERCENTAGE INTEREST IN COMMON AREAS

111	1.0317%
112	1.0317%
113	1.0317%
121	.8571%
122	.8571%
123	.8571%
131	.8571%
132	.8571%
133	.8571%
141	.6666%
142	.8571%
143	.8571%
151	.8571%
152	.8571%
153	.8571%
161	.8571%
162	.8571%
163	.8571%
171	1.0317%
172	1.0317%
173	1.0317%
211	1.0317%
212	1.0317%
213	1.0317%
221	.8571%
222	.8571%
223	.8571%
231	.6666%
232	.8571%
233	.8571%
241	1.0317%
242	1.0317%
243	1.0317%
311	1.0317%
312	1.0317%
313	1.0317%
321	.8571%
322	.8571%
323	.8571%
331	.6666%
332	.6666%
333	.6666%
341	.6666%
342	.6666%
343	.6666%

EXHIBIT "D"

CONDOMINIUM UNIT DESIGNATION

PERCENTAGE INTEREST IN COMMON AREAS

351	.6666%
352	.8571%
353	.8571%
361	.6666%
362	.6666%
363	.6666%
371	.8571%
372	.8571%
373	.8571%
381	1.0317%
382	1.0317%
383	1.0317%
411	1.0317%
412	1.0317%
413	1.0317%
421	.8571%
422	.8571%
423	.8571%
431	.8571%
432	.8571%
433	.8571%
441	.6666%
442	.6666%
443	.6666%
451	.6666%
452	.6666%
453	.6666%
461	.6666%
462	.8571%
463	.8571%
471	.8571%
472	.8571%
473	.8571%
481	1.0317%
482	1.0317%
483	1.0317%
511	1.0317%
512	1.0317%
513	1.0317%
521	.8571%
522	.8571%
523	.8571%
531	.6666%
532	.8571%
533	.8571%
541	1.0317%
542	1.0317%
543	1.0317%
611	1.0317%
612	1.0317%
613	1.0317%
621	.8571%
622	.8571%
623	.8571%
631	.8571%
632	.8571%
633	.8571%
641	.6666%
642	.8571%
643	.8571%

EXHIBIT "B"

CONDOMINIUM UNIT DESIGNATION

PERCENTAGE INTEREST IN COMMON AREAS

651	.8571%
652	.8571%
653	.8571%
661	.8571%
662	.8571%
663	.8571%
671	1.0317%
672	1.0317%
673	1.0317%

TOTAL = 100.00%